

SECTION 1
NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA)
State of Arizona

Department of Economic Security (DES) or (Department)
Division of Developmental Disabilities (DDD) or (Division)

RFQVA Number: DDD 704012

[] Time Limited

[x] Open and Continuous

Application Due Date:

Pursuant to Arizona Revised Statutes (A.R.S.) § 36-557 and rules adopted thereunder (R6-6-2101 et seq.), which are incorporated herein by reference, Applications for Habilitation, Music will be accepted by the Division at the time and manner specified below. Through this Request for Qualified Vendor Applications (RFQVA) the Arizona Department of Economic Security (DES or Department), Division of Developmental Disabilities (DDD or Division) will execute Qualified Vendor Agreements with providers for the provision of this service.

Applications must be submitted electronically using the Qualified Vendor Application and Directory System as well as submitting a printable hard copy with signatures and necessary additional documentation. See Section 3 and Section 9.

Applications will be accepted from current contracted providers beginning May 9, 2003. To assure service continuation effective July 1, 2003 Applications should be submitted by June 1, 2003 at 5 p.m. Arizona time. Applicants new to DDD may submit Applications beginning June 5, 2003. All Applicants shall not expect to be awarded an agreement sooner than 60 days after the submittal of a complete Application.

Submittal Location:

ELECTRONICALLY GENERATED HARD COPY WITH ORIGINAL SIGNATURE
AND NECESSARY DOCUMENTATION

In Person or By Courier to:

DDD Contract Unit, 4th Floor Southwest
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
1789 West Jefferson Street
Phoenix, Arizona 85007
(602) 542-6874

By Mail to:

DDD Contract Unit
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

Service: Habilitation, Music

Persons with a disability may request a reasonable accommodation by contacting the RFQVA contact person. (For TDD/TTY call through the Arizona Relay Service at 800 367-8939). Requests should be made as early as possible to allow time to arrange the accommodation.

Agreement Type: Qualified Vendor Agreement with Published Rate

Agreement Term: 12 months beginning no sooner than 7/1/03, with five one-year options for the Division to extend or renew the agreement, with all agreements ending 6/30/09. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

RFQVA Contact Person (Phone/email)

Marie Secor (602) 542-6896 /MSecor@mail.de.state.az.us)

Antonia K. Talladarez
DDD Procurement Specialist

5-9-03
Date

AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY

**SECTION 2
TABLE OF CONTENTS**

| SECTION | SECTION CONTENT | PAGE |
|----------------|---|-------------|
| 1. | Notice - Request for Qualified Vendor Applications (RFQVA) | 1-1 |
| 2. | Table of Contents | 2-1 |
| 3. | Instructions to Applicants | |
| | 3.1 Inquiries | 3-1 |
| | 3.2 Application Preparation | 3-1 |
| | 3.3 RFQVA Schedule | 3-4 |
| | 3.4 Verification | 3-4 |
| | 3.5 Protests..... | 3-5 |
| | 3.6 Evaluation | 3-5 |
| 4. | Background | |
| | 4.1 Mission, Vision, and Values | 4-1 |
| | 4.2 Program Eligibility..... | 4-2 |
| | 4.3 Program Description | 4-3 |
| | 4.4 Consumer Choice..... | 4-4 |
| | 4.5 Published Rate Schedules | 4-5 |
| 5. | Service Requirements/Scope of Work | |
| | 5.1 Provider Qualifications | 5-1 |
| | 5.2 Staffing..... | 5-2 |
| | 5.3 Training | 5-3 |
| | 5.4 Delivery of Services..... | 5-3 |
| | 5.5 Service (Prior) Authorization..... | 5-4 |
| | 5.6 Referrals for Services..... | 5-5 |
| | 5.7 Individual Support Plan (ISP) and Related Activities | 5-5 |
| | 5.8 Quality Management Plan..... | 5-5 |
| | 5.9 Transition | 5-6 |
| | 5.10 Recordkeeping | 5-6 |
| | 5.11 Application and Use of Published Rates..... | 5-7 |

| | | |
|-----------|--|------------|
| 6. | DES/DDD Standard Terms and Conditions | |
| 6.1 | Definition of Terms..... | 6-1 |
| 6.2 | Agreement Interpretation | 6-3 |
| 6.3 | Agreement Administration and Operation..... | 6-4 |
| 6.4 | Costs and Payments | 6-8 |
| 6.5 | Accountability | 6-13 |
| 6.6 | Agreement Changes | 6-16 |
| 6.7 | Risk and Liability | 6-17 |
| 6.8 | Warranties | 6-20 |
| 6.9 | State’s Contractual Remedies | 6-25 |
| 6.10 | Agreement Termination | 6-26 |
| 6.11 | Agreement Claims | 6-28 |
| 7. | Service Specifications..... | 7-1 |
| | Habilitation, Music | 7-2 |
| 8. | Map of DDD Districts | 8-1 |
| 9. | Attachments (i.e. Forms to be completed by Applicant) | |
| | A. Application and Qualified Vendor Agreement Award | 9 Att. A-1 |
| | B. Qualified Vendor Application and Directory System | 9 Att. B-1 |

SECTION 3 INSTRUCTIONS TO APPLICANTS

3.1 Inquiries

3.1.1 Duty to Examine

It is the responsibility of each Applicant to examine the entire Request for Qualified Vendor Applications (RFQVA), seek clarification in writing, and check its Application for accuracy before submitting the Application.

3.1.2 RFQVA Contact Person

Any inquiry related to the RFQVA, including any requests for or inquiries regarding standards referenced in the RFQVA, shall be directed primarily to the RFQVA Contact Person.

3.1.3 Submission of Inquiries

The RFQVA Contact Person may require that an inquiry be submitted in writing. Any inquiry related to the RFQVA shall refer to the appropriate RFQVA number, page and paragraph.

3.1.4 No Right to Rely on Verbal Responses

Any inquiry that results in changes to the RFQVA shall be answered solely through a written RFQVA Amendment. An Applicant may not rely on verbal responses to its inquiries.

3.1.5 RFQVA Amendments

The RFQVA shall only be modified by a RFQVA Amendment.

3.2 Application Preparation

3.2.1 General

The Applicant shall submit one original, signed, electronically generated printable hard copy of its Application plus necessary submittals and one copy of the hard copy of its Application:

In person or by courier:

DDD Contract Unit, 4th Floor Southwest
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
1789 West Jefferson Street
Phoenix, Arizona 85007
(602) 542-6874

By mail to:

DDD Contract Unit
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

The hard copy shall consist of the following in the following order:

1. A completed and signed Application and Qualified Vendor Agreement Award form, which is generated by the Qualified Vendor Application and Directory System (see Section 9, Attachment A for a sample of this form; see Section 9, Attachment B for a discussion of the Qualified Vendor Application and Directory System).
2. A completed and signed Qualified Vendor Application Assurances and Submittals page, which is generated by the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
3. Completed and signed RFQVA amendment signature pages (as applicable).
4. A print-out of all sections of the Application entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
5. All applicable submittals required in the Qualified Vendor Application Assurances and Submittals form. (This form is part of the Qualified Vendor Application and Directory System; see Section 9, Attachment B).

If the Applicant is applying for one or more services covered by another RFQVA, the Applicant may submit one Application for both services. The Application shall consist of all items listed above. The Applicant must ensure that the Application includes RFQVA amendment signature pages for all applicable amendments and RFQVAs.

If the Applicant is a Qualified Vendor for another service, the Applicant shall submit a hard copy of items 1 through 4 above as well as any submittals that have changed since approval as a Qualified Vendor.

In addition to the hard copies of the Application, the Applicant shall provide the required information in the Qualified Vendor Application and Directory System and submit that information via the Division's website. An Application will not be considered filed until both the hard copy and the electronic version are received by the Division. In addition, the electronic version must be complete and include readable information for each of the required elements in the Qualified Vendor Application and Directory System that conforms with the hard copy. The hard copies of the Application shall be submitted in a sealed envelope or package labeled with the RFQVA number(s).

3.2.2 Website

The RFQVA and any amendments are available on the Internet at the Division's website at: www.de.state.az.us/ddd. The website also contains links to other websites to access materials referenced in the RFQVA.

3.2.3 RFQVA Amendments

The signature page for any RFQVA Amendment shall be signed with an original signature by the person signing the Application, and shall be submitted with the original hard copy of the Application.

3.2.4 Public Record

Prior to the effective date of the Qualified Vendor Agreement, the Division shall not disclose any information identified by the Applicant as confidential business information or proprietary information without first notifying the Applicant in writing and allowing the Applicant opportunity to respond or protest the planned disclosure.

3.2.5 Agreement

An Application does not constitute a Qualified Vendor Agreement nor does it confer any rights to the Applicant regarding the award of a Qualified Vendor Agreement. A Qualified Vendor Agreement is not created until the Application is accepted in writing by the Procurement Officer's signature on the Application and Qualified Vendor Agreement Award (see Section 9, Attachment A).

The Qualified Vendor Agreement shall consist of the various documents specified in Section 6.1.2. However, the Applicant is only required to submit the Application and Qualified Vendor Agreement and Award form (see Section 9, Attachment A), the required information in the Qualified Vendor Application and Directory System via the Division's website (see Section 9, Attachment B), a print-out of the required information entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B), and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form (see Section 9, Attachment B).

Qualified Vendors should maintain a file titled "Agreement" that includes a copy of all of the items listed in Section 6.1.2. This entire file will reflect the total agreement between the Qualified Vendor and the Division of Developmental Disabilities.

3.2.6 Application Updates and Amendments

A Qualified Vendor shall update the required information in the Qualified Vendor Application and Directory System, including providing hard copies of any applicable submissions, when there is a change or at the request of the Division. Such changes will be subject to approval by the Division. A Qualified Vendor may update its optional information at any time. The Qualified Vendor may also submit an amended Application to request that additional services or sites be added to the Qualified Vendor Agreement. The Division will begin accepting amended Applications later this summer. This will be announced by the Division on its website. Only Qualified Vendors will be able to amend their Application. The Division shall respond to a request for an amendment to Qualified Vendor Agreements based on the criteria defined in A.A.C. R6-6-2103 and A.A.C. R6-6-2104.

3.3 RFQVA Schedule

Notices for significant events in the processing of RFQVAs, amendments, and changes to the Qualified Vendor Application and Directory System will be posted on the Division's website, www.de.state.az.us/ddd.

3.4 Verification

DDD may contact any source available to verify the information submitted in the Application and may use this information and any additional information obtained from the source(s) in evaluating the Application.

3.5 Protests

A protest shall comply with and be resolved according to A.C.C. R6-6-2115. Protests shall be in writing and be filed with the Procurement Officer. A protest shall be filed within 21 days after the protester receives notice of the adverse action. The protester shall include the following information in the Notice of Intent to File a Protest and Request for Problem Solving or in the Notice of Protest:

1. Name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the adverse action by the Division that is in dispute;
4. A statement of the legal and factual grounds of the intended protest including copies of relevant documents; and
5. The form of relief requested.

3.6 Evaluation

3.6.1 Evaluation Factors

The Division shall consider the following factors in determining if an Applicant is a Qualified Vendor and eligible to enter into a Qualified Vendor Agreement:

1. Ability of the Applicant to meet the need for services based on performance, including compliance with licensing and certification requirements; program monitoring, agreement monitoring, or contract monitoring reports; and corporate or individual experience providing community developmental disability services or similar services in Arizona and in other states.
2. Whether the Applicant has met the requirements of the Request for Qualified Vendor Applications process.
3. Whether the Application is consistent with the Division's network development plan or other documentation of projected service need.
4. Financial stability of the Applicant as demonstrated by the financial information provided in the Application.
5. The responsibility of the Applicant, as demonstrated by the background information provided in the Application and/or received from other sources.

3.6.2 Evaluation Process

The Division will advise each Applicant in writing or via email if its Application is incomplete within 30 days of receipt of the Application (both the electronic and hard copies). The notice will identify the information or documentation that is missing or incomplete in the Application. The Division may conduct discussions with the Applicant to provide information about the completeness of the application. The Division will specify the timeframe in which the Applicant must provide the missing information. The Division will deny the Application if the Applicant does not provide the additional information within the specified timeframe. The Division will notify an Applicant in writing or via email whether the Applicant has been accepted as a Qualified Vendor within 60 days of receipt of a complete Application. The Division will not enter into an agreement unless it has reviewed and evaluated a complete Application.

If an Applicant does not submit both a signed hard copy of the Application and an electronic copy via the Division's website, the Application will not be considered submitted. Such "non-submittals" will not be awarded an agreement and will not receive any notice.

3.6.3 Disqualification

The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

3.6.4 Waiver and Rejection Rights

Notwithstanding any other provision of the RFQVA, the Division reserves the right to:

1. Waive any minor informality;
2. Reject any and all Applications or portions thereof; or
3. Cancel the RFQVA.

SECTION 4 BACKGROUND

4.1 Mission, Vision and Values

Within the Department of Economic Security (DES), the Division of Developmental Disabilities (the Division or DDD) is responsible for providing community developmental services and supports to over 16,000 Arizonans with developmental disabilities and acute care only or case management only to an additional 5,000 Arizonans with developmental disabilities. In carrying out this responsibility, the Division's mission is:

“To support the choices of individuals with disabilities and their families by promoting and providing within communities, flexible, quality, consumer-driven services and supports.”

The Division's vision is:

“Individuals with developmental disabilities are valued members of their communities and are involved and participating based on their own choices.”

This results in the Division supporting a program that values:

- ❑ Healthy relationships with people;
- ❑ Individual and family priorities and choices;
- ❑ Equal access to quality services and supports for all individuals and families;
- ❑ Partnerships and ongoing communication with individuals, family members, advocates, providers, and community members;
- ❑ Developmental approaches – changing conditions that affect people rather than changing people who are affected by conditions;
- ❑ Individual freedom from abuse, neglect and exploitation with a balance between the right to make choices and experience life and individual safety;
- ❑ A diverse workforce that is motivated, skilled and knowledgeable of and uses the most effective practices known;
- ❑ An environment rich in diversity in which each person is respected and has the opportunity to reach their optimal potential;
- ❑ An individual's right to choose to participate in and contribute to all aspects of home and community life;

- ❑ A system of services and supports which are:
 - Responsive – timely and flexible responses to internal and external customers;
 - Strength based – recognizing people’s strengths, promoting self-reliance, enhancing confidence and building on community assets;
 - Effective – ongoing identification of effective methods and practices and incorporation of those practices into operations; and
 - Accountable – to our customers and to the taxpayers.

4.2 Program Eligibility

To be eligible for services a person must be an Arizona resident who has a chronic disability that:

- ❑ Is attributable to mental retardation, cerebral palsy, epilepsy or autism;
- ❑ Was manifested before the age of 18;
- ❑ Is likely to continue indefinitely; and
- ❑ Reflects the need for a combination and sequence of individually planned or coordinated special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration.

The disability also must result in substantial functional limitations in three or more of the following areas of major life activity:

- ❑ Self-care
- ❑ Receptive and expressive language
- ❑ Learning
- ❑ Mobility
- ❑ Self-direction
- ❑ Capacity for independent living
- ❑ Economic self-sufficiency

Children under the age of six years may be eligible for services if there is a strongly demonstrated potential that the child is or will become developmentally disabled but for whom no formal diagnosis has been made.

Individuals who are determined eligible for services through the Division may also be eligible for services through the Arizona Long Term Care System (ALTCS) program administered by the Arizona Health Care Cost Containment System Administration (AHCCCSA). Individuals who may be eligible for ALTCS are referred to AHCCCSA for ALTCS eligibility determination. (See A.R.S. 36-559 and Arizona Administrative Code (A.A.C.), Chapter 6, Title 6, Articles 3, 4 and 5 for a more detailed description of the eligibility determination process.)

4.3 Program Description

In State Fiscal Year 2002, the Division provided Habilitation, Music services to approximately 850 consumers through agency providers. Table 4.1 below depicts the number of consumers who received Habilitation, Music services from agency providers by district and in total during State Fiscal Year 2002.

Table 4.1
Number of Consumers Receiving Habilitation, Music by District
State Fiscal Year 2002

| District 1 | District 2 | District 3 | District 4 | District 5 | District 6 | Total |
|------------|------------|------------|------------|------------|------------|-------|
| 729 | 1 | 121 | 0 | 0 | 1 | 852 |

The table shows that about 86% of consumers that received Habilitation, Music services from the Division in State Fiscal Year 2002 resided in District 1 and about 14% resided in District 2.

The Division coordinates services and resources through a central administrative office, District offices and local offices in various communities throughout the state. A comprehensive array of services are provided to consumers based on the person's identified needs, State and/or Federal guidelines and, when applicable, the availability of funds. While the Division provides a limited number of services directly, the majority of services are provided through contracts with individuals or provider agencies. These contracted services include support coordination services, home- and community-based services, institutional services and acute care services. Some of the services, such as acute care services, are available only to certain consumers. (See A.R.S. 36-558 and *DES/DDD Policy and Procedure Manual*, available on the Division's website www.de.state.az.us/ddd, for a more detailed description of Division services.) Wherever possible, prior to authorizing services, the Division looks first at services or other forms of assistance that may be provided through existing community resources or family members.

Division services are funded through various means – Title XIX Medicaid (Federal and State matching monies) and State appropriations, with some additional funding available through Title XX and grants. However, Title XIX is the principle source of funds. The Division receives monthly capitation payments from AHCCCSA to deliver acute and long term care services to eligible ALTCS consumers and targeted case management services to Arizona Health Care Cost Containment System (AHCCCS)-eligible consumers. These funds, in turn, are appropriated by the Arizona State Legislature to DES/DDD for expenditure.

Home- and community-based service costs for ALTCS-eligible consumers must not exceed the cost of an Intermediate Care Facility/Mental Retardation (ICF/MR) placement, unless the Division requests and receives approval from AHCCCSA. For total service costs, which exceed 80% of an ICF/MR placement, the Division must conduct a cost effectiveness study; including development of a plan to prospectively reduce the costs over the next six months. (See *DES/DDD Policy and Procedures Manual – Chapter 905*.)

4.4 Consumer Choice

Building upon its core mission and value statements, the Division has, over the past several years, begun an initiative to move its current program toward a model of self-determination – promoting and increasing consumer and family control over the purchase and selection of services and providers. Recent amendments to A.R.S. §36-557 and the implementation of rules pursuant to A.R.S. §36-557 establish consumer choice of providers in law and rule. Consumer choice will be the basis for provider selection. The responsibilities and roles which were formerly the primary responsibility of the Division are now meaningfully shifted to consumers and Qualified Vendors. Two new roles for the Division are to facilitate consumer choice and to assist Qualified Vendors to effectively make their program plans and availability known to consumers.

This RFQVA process, including the Qualified Vendor Application and Directory System, is designed to help the Division fulfill this new mandate. The Division will enter into Qualified Vendor Agreements with vendors that meet the minimum RFQVA requirements. Applicants will not be subject to a prospective quality evaluation of their program prior to the award of a Qualified Vendor Agreement (contract) by the Division. This is very different from all prior awards of contracts. The determination of quality service will be determined largely by consumer choice on an ongoing basis. Consumers will be able to change providers, utilize multiple providers, and encourage potential providers to apply to become a provider on an ongoing basis.

For some services, consumer choice will have some limitations. For example, group services, such as group homes and day treatment and training programs, consumer choice will be a shared responsibility of the group of consumers who will be sharing service provision. This will involve reaching consensus for a single choice among the entire group of consumers. For capacity based services, i.e., group homes or day treatment and training programs, consumer choice may be limited to Qualified Vendors who have existing capacity for service until the Division determines additional capacity is needed and can be supported by Division funding.

The Division's ability to provide services is based on available funding. Every effort will be made by the Division to effectively and efficiently provide service to all eligible consumers. It is the expectation of the Division that consumers and Qualified Vendors will assist the Division in efficient and effective service planning and delivery.

4.5 Published Rate Schedules

The published rate schedules that are referenced and incorporated into the RFQVA are the result of the statutes that mandate the Division to adopt a published rate system (see A.R.S. 36-557). The published rate schedules:

- ❑ Satisfy the legislative mandate that the Division adopt a published rate system;
- ❑ Provide a critical element to the redesigned service procurement process that is contained in this RFQVA; and
- ❑ Provide equity and simplicity to the Division's reimbursement systems.

The Division produced and distributed a Provider Letter, dated January 21, 2003 concerning the published rate schedule. The letter and its attachments address:

- ❑ The development of the Benchmark Rates through the independent rate setting process;
- ❑ The State budgetary constraints that forced, and the methodology used by the Division, to scale back the Benchmark Rates to the Adopted Rates;
- ❑ The implementation of the Adopted Rates in Fiscal Year 2004 through a phase-in process; and
- ❑ The independent rate models that were used to develop the Benchmark Rates.

The Provider Letter, and its attachments, as well as any updates to the published rate schedules may be found on the Division's web site at www.de.state.az.us/ddd. The rates for Habilitation, Music were subsequently withdraw. Prior to or concurrent with release of this RFQVA the Division will release final published rate schedules that will include rates for Habilitation, Music. These rate schedules can be found on the Division's website at www.de.state.az.us/ddd.

SECTION 5

SERVICE REQUIREMENTS/SCOPE OF WORK

This section sets forth the general requirements that the Qualified Vendor will be expected to comply with in the delivery of agreement services. The Qualified Vendor shall also comply with the requirements in Section 7, Service Specifications as well as Section 6, DES/DDD Standard Terms and Conditions, and all other provisions of this Request for Qualified Vendor Applications (RFQVA).

5.1 Provider Qualifications

The Qualified Vendor shall meet all applicable license/certification requirements and standards throughout the term of the Qualified Vendor Agreement, including the following:

1. If required in statute or regulation, the Qualified Vendor shall have the appropriate current Arizona license and fully comply with all licensing requirements prior to the delivery of service. Payment will not be made for services delivered prior to the issuance of the license.
2. The Qualified Vendor shall be certified by the Division as a home- and community-based provider pursuant to A.A.C. Title 6, Chapter 6, Article 15 prior to the delivery of service. Payment will not be made for services delivered prior to the date of certification.
3. The Qualified Vendor shall be registered as a provider with AHCCCSA prior to the delivery of service. Payment will not be made for services delivered prior to the date of registration.
4. The Qualified Vendor shall comply with A.A.C. Title 6, Chapter 6, Article 9, Managing Inappropriate Behaviors.
5. The Qualified Vendor shall comply with all applicable Federal and State laws.
6. The Qualified Vendor shall comply with applicable Division policies, procedures and administrative directives. The Policies and Procedures are posted on the Division's website at <http://www.de.state.az.us/ddd/>.
7. As needed to effectively implement the service, the Qualified Vendor will be able to communicate effectively with the consumer/family/consumer's representative (e.g., American Sign Language or Spanish). This may include utilizing alternative communication strategies (written versus spoken) or using a volunteer translator, or recruitment of staff who speak different languages.

8. When transportation of the consumer is provided as part of the service:
 - 8.1 The vehicle in which transportation is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
 - 8.2 The vehicle must be maintained in a safe, working order.
 - 8.3 The vehicle must be constructed for the safe transportation of the consumers. All seats must be fastened to the body of the vehicle and individual(s) properly seated when the vehicle is in operation. The vehicle must have operational seat belts installed and be operational for safe passenger utilization. When transporting, consumers must be securely fastened in age and weight appropriate restraints, as required by State law.
 - 8.4 Consumers with special mobility needs shall be provided transportation in a vehicle adapted to those needs as required to facilitate adequate access to service.
 - 8.5 If the vehicle is used to transport consumers in wheelchairs, it shall also be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
 - 8.6 Persons providing transportation must be a minimum of 18 years of age and possess and maintain a valid driver license.
 - 8.7 The Qualified Vendor shall review driving records.
9. The Qualified Vendor shall have on file three verifiable letters of reference that clearly state the name, address, and phone number of the person providing the reference and make them available upon request to the Division.

5.2 Staffing

1. The Qualified Vendor shall have a plan for the recruitment, initial and ongoing training, retention and monitoring of direct service staff.
2. The Qualified Vendor shall ensure that each direct service staff meets the qualifications in A.A.C. R6-6-1520 through 1533 as applicable.
3. The Qualified Vendor shall ensure that no direct service staff work unsupervised with consumers until all required training has been completed.
4. The Qualified Vendor must ensure that all direct service staff are appropriately trained to meet the special needs of the consumer being served (e.g., behavioral or medical challenges).
5. The Qualified Vendor shall ensure that staff are trained and supported to effectively meet the variety of needs of the consumer, including consumers with intensive behavioral, physical, and medical challenges.

6. The Qualified Vendor shall have a staff back-up plan at all times in order to ensure that appropriately trained back-up staff are available when the primary staff person is not available and the service is critical to assure the maintenance of health and safety of the consumers receiving service.
7. The Qualified Vendor shall routinely monitor and supervise direct service staff to ensure the ability/fitness of the direct service staff as well as assess the effectiveness of the relationship between the consumer/consumer's representative and the direct service staff.

5.3 Training

1. The Qualified Vendor shall ensure that all direct service staff receive the following training:
 - 1.1 Minimum orientation standards regarding individuals served and the operations of the program.
 - 1.2 Minimum training standards in areas determined by the Division and Qualified Vendor depending upon the specific needs of the setting and/or of the consumers served.
 - 1.3 Specialized training as required.
2. All training completed shall be documented in the individual employee's personnel record.
3. The Qualified Vendor shall encourage participation of consumers and parents in presenting staff training.

5.4 Delivery of Services

1. The consumer/family/consumer's representative has the right and responsibility to choose from the available Qualified Vendors whom they believe will best meet the needs of the consumer. If services are provided to a group, the consumers shall collectively choose the Qualified Vendor.
2. The Qualified Vendor shall, as set forth in each consumer's Individual Support Plan (ISP), deliver services to consumers in such a manner that meets the following service goals:
 - 2.1 To increase or maintain the self-sufficiency of consumers.
 - 2.2 To maintain the health and safety of consumers.
 - 2.3 To provide services in a manner that supports and enhances the consumer's independence, self esteem, self-worth, mutual respect, value, and dignity.

3. The Qualified Vendor shall ensure that in delivering services, specific service-related activities as well as staffing are:
 - 3.1 Available and provided at any time as specified in the consumer's ISP.
 - 3.2 Modified appropriately in order to accommodate the changing needs of the consumer and/or his/her environment.
 - 3.3 Delivered in a manner that takes into consideration the primary language of the consumer (and consumer's representative) as well as any cultural diversity issues.
 - 3.4 Provided according to the personal needs, cultural considerations/preferences, and medical needs of the consumer.
4. The Qualified Vendor shall ensure that materials, supplies, equipment and activities meet the varied interests, physical needs/abilities, chronological ages and cultural backgrounds of consumers.
5. The Qualified Vendor shall ensure that services are provided by appropriately qualified and trained staff, including ensuring that all tasks required to be performed by a medical practitioner are performed by a qualified medical practitioner.
6. The Qualified Vendor shall ensure that services are provided in the least restrictive environment.
7. The Qualified Vendor shall ensure that children and adults are not served together unless specifically approved in the child's ISP.
8. Under no circumstances shall more than one type of habilitation service be provided to a consumer at the same time.

5.5 Service (Prior) Authorization

The system to be implemented with this Request for Qualified Vendor Applications will greatly streamline the authorization process to allow both the Division and the Qualified Vendor to better address changing consumer needs. Changes in authorization levels will not require changes to the Qualified Vendor Agreement. Authorization levels will be set by the Division to reflect the current needs of the consumer.

The Qualified Vendor shall be reimbursed for services delivered that have been prior authorized by the Division designee. Authorization is specific to a particular consumer in a particular setting and is not transferable to other consumers.

If the needs of the consumer changes, the authorization is subject to change. Prior to making any changes in the level of service provided (including an increase or decrease in the number of units of service) and/or a change in the setting, the Qualified Vendor must ensure that it has received the appropriate new authorization from the Division.

5.6 Referrals for Services

When a Qualified Vendor receives a referral for services for a consumer, the Qualified Vendor must:

1. Assess the referred consumer for appropriate services and, within ten days of referral, inform the referral source either in writing or verbally whether the Qualified Vendor will serve the consumer.
2. Meet or confer with the consumer and/or the consumer's representative prior to the start of service delivery to obtain necessary information and have an orientation to the specific needs of the consumer, including obtaining all required consents.
3. Ensure that direct service staff have the necessary skills and training, as identified in the consumer's ISP, e.g., client intervention training, sign language, etc. to provide services to the consumer.
4. Obtain authorization from the Division prior to the service start date.

For emergency referrals, the Division will call the Qualified Vendor and request an immediate response as to whether they can appropriately address the emergency needs of the consumer.

5.7 Individual Support Plan (ISP) and Related Activities

As part of the ISP process, the Qualified Vendor shall, as appropriate, assist the consumer's ISP team in developing the consumer's ISP and facilitating its implementation. The Qualified Vendor shall support all of the applicable ISP goals and ensure that all applicable objectives are implemented. (See *DES/DDD Policy and Procedure Manual Chapter 800* for a detailed discussion of ISP development.)

5.8 Quality Management Plan

The Qualified Vendor shall develop and maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the services are appropriately meeting the objectives set forth in consumers' ISPs. The Qualified Vendor shall keep the quality management plan on file and make the plan available to the Division or consumers/families/consumer representatives upon request.

The quality management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions.
2. Complaints and grievances.

3. Solicitation of input from consumers, families and/or consumer representatives including input on consumer satisfaction, the hiring and/or evaluation of direct service staff, and the improvement of services.
4. Opportunities provided to consumers/families/consumer representatives to be actively involved in Qualified Vendor operations.
5. Monitoring and evaluation of services provided (i.e., measurement of outcomes as it relates to the ISP objectives) and the improvement of the quality and appropriateness of services.

5.9 Transition

There are a number of circumstances under which a Qualified Vendor will become involved in the transitioning of a consumer to another Qualified Vendor. All Qualified Vendors shall assist the Division in the transition of the consumer to the new Qualified Vendor. This may include working closely with the consumer and family; providing all necessary support services to ensure a smooth transition; and transferring of pertinent records to the new Qualified Vendor. If the Qualified Vendor participates in a transition placement process, it shall maintain documentation of participation and development of the consumer's ISP.

5.10 Recordkeeping

1. The Qualified Vendor shall maintain books and records related to services and expenditures as required by the Division in rule or policy or in this RFQVA, as amended. Documents that the Qualified Vendor shall have on file include but are not limited to:
 - 1.1 Articles of Incorporation, partnership agreements and/or Internal Revenue Service letter, as applicable.
 - 1.2 Copies of all licenses and/or certifications.
 - 1.3 A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions.
 - 1.4 If applicable, a complete list of the members of its Board of Directors, partners, or owners as applicable, including names, titles, addresses and phone numbers.
 - 1.5 Current written job descriptions, which include minimum qualifications for training and experience, for each position that will be utilized in the provision of a service under the Qualified Vendor Agreement.
 - 1.6 Current resumes/applications for each person who will be providing services under the Qualified Vendor Agreement.
 - 1.7 Current resumes for administrative/management positions.
 - 1.8 If applicable, documentation of inspections and licenses necessary to operate a residential setting.

2. The Qualified Vendor shall maintain a file on each consumer. A consumer's file should include the following, as applicable:
 - 2.1 Pertinent documents related to the consumer's ISP such as the consumer's ISP, the consumer's support plan, and the consumer's behavioral health treatment plan.
 - 2.2 Record of services rendered (including administration of medications) and the consumer's response to services.
 - 2.3 Documentation of communications with consumer/consumer's representative, other service providers, support coordinator, etc.
 - 2.4 Copy of the orientation document.
 - 2.5 Copy of attendance sheets.
 - 2.6 Copy of the monthly progress reports.
 - 2.7 Documentation of incidents related to the consumer and/or complaints related to the Qualified Vendor's care of the consumer and documentation of resolution.
 - 2.8 All required consents, such as General Consent and/or Consent for Use of Behavior Modifying Medications.

5.11 Application and Use of Published Rates

1. The Qualified Vendor shall comply with the following general requirements relating to the use of published rates in the delivery of agreement services. In addition, the Qualified Vendor shall comply with the rates procedures issued by the Division from time to time.
2. The published rate schedules and the requirements related to their use are available on the Division's website. The published rate schedules and the requirements related to their use may be updated or changed from time to time. Affected agreements will be amended to include changes.
3. The Division has published four rate schedules that are available on the Division's website. The schedule numbered 1.1 (with any revisions numbered 1.2, 1.3, etc.) and the schedule numbered 2.1 (with any revision numbered 2.2, 2.3, etc.) contain the rates that will be used only in State Fiscal Year (Fiscal Year) 2004, during the phase in of the published rate schedules. The schedule numbered 3.1 (3.2, 3.3, etc. for later versions) and the schedule numbered 4.1 (4.2, 4.3, etc. for later versions) will be used beginning in Fiscal Year 2005. The discussion below references rate schedules 1.1, 2.1, 3.1, and 4.1. As new schedules are released, they will be numbered to reflect the version (e.g., the next version of 3.1 will be numbered 3.2). However, unless otherwise provided, the explanation below will continue to apply.
 - 3.1 Schedule 1.1 (labeled "SFY 04 Phase-In Rates") contains the rates that will be used in Fiscal Year 2004. Qualified Vendors shall use one of three rates (step-up, adopted or step-down) for each service when billing the Division, based on the following criteria:

- ❑ If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate lower than or equal to the step-up rate for a given service, the Qualified Vendor shall bill the Division at the step-up rate for that service during Fiscal Year 2004.
 - ❑ If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate higher than the step-up rate for a given service and lower than or equal to the adopted rate for the same service, the Qualified Vendor shall bill the Division at the adopted rate for that service during Fiscal Year 2004.
 - ❑ If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate higher than or equal to the adopted rate for a given service and lower than the step-down rate for the same service, the Qualified Vendor shall bill the Division at the adopted rate for that service during Fiscal Year 2004.
 - ❑ If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate higher than or equal to the step-down rate for a given service, the Qualified Vendor shall bill the Division at the step-down rate for that service during Fiscal Year 2004.
- 3.2 Schedule 2.1 (labeled “SFY 04 Phase-In Rates, Conversion to Daily Rates”) does not apply to this RFQVA. It converts the staff hourly rates to daily rates for the services of Habilitation, Community Protection and Treatment Group Home and Habilitation, Group Home.
- 3.3 The average paid unit rate will be determined for each Qualified Vendor by the Division based on the units billed by the Qualified Vendor and paid by the Division for Fiscal Year 2003, from the beginning of the fiscal year until February 7, 2003 and appearing on the Division’s automated systems. In determining the average rate for each Qualified Vendor, the Division will not consider any claims that have a rate per unit of service that is below the single client floor rate established for Fiscal Year 2003 pursuant to the provider increase process established for the year.

For Qualified Vendors that did not have a contract with the Division to provide a particular service in Fiscal Year 2003, the rate that will be used for that particular service in Fiscal Year 2004 will be the adopted rate.

- 3.4 Schedule 3.1 (labeled “Benchmark and Adopted Rates”) contains the rates that will be used in Fiscal Year 2005. The Schedule contains two columns of rates. The first column labeled “Benchmark Rate” contains the rates that the Division calculated through its rate setting process. The second column labeled “Adopted Rate” contains the rates that the Division adopted for the published rate schedule and these are the rates to be used for each service when billing the Division.
- 3.5 Schedule 4.1 (labeled “Adopted Rates, Conversion to Daily Rates”) does not apply to this RFQVA. It converts the staff hourly rates from Schedule 3 to daily rates for the services of Habilitation, Community Protection and Treatment Group Home and Habilitation, Group Home; and Habilitation.
- 4. The Division may provide for a method to modify a published rate for a service provided to a particular consumer.
- 5. The Division acknowledges that the rate models used to determine the Benchmark Rates on Schedule 3.1 do not necessarily reflect actual cost profiles. Actual patterns of expenditures by Qualified Vendors may be different from those outlined in a given rate model. The Division recognizes that assumptions in the rate models may need to be updated over time.

SECTION 6

DES/DDD STANDARD TERMS AND CONDITIONS

6.1 Definition of Terms

As used in this Request for Qualified Vendor Applications (RFQVA) and any resulting agreement, the terms listed below are defined as follows:

- 6.1.1 “Agency” means an organization that has a Federal Employer Identification Number (FEIN) and employs one or more direct service staff other than the owner.
- 6.1.2 “Agreement” means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications, including service requirements/scope of work, terms and conditions, and services specifications; the published or negotiated rates and any updates; the Application; the Qualified Vendor Agreement Award Notice; any amendments to the RFQVA; any Agreement Amendments; and any terms applied by law.
- 6.1.3 “Agreement Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the agreement.
- 6.1.4 “Agreement Services” means the services to be delivered by the Qualified Vendor under this agreement.
- 6.1.5 “AHCCCS” means the Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) 36-2901 et seq., and defined by Arizona Administrative Code (A.A.C.) R9-22-101.B.1.
- 6.1.6 “AHCCCSA” or “Administration” means the Arizona Health Care Cost Containment System Administration as defined by A.R.S. 36-2901.1.
- 6.1.7 “ALTCS” means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.
- 6.1.8 “Applicant” means a vendor who submits an application in response to the Request for Qualified Vendor Applications.
- 6.1.9 “Application” means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hard copy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division’s website, and approved by the Division; a hard copy of the required information entered into the Qualified Vendor Application and Directory System submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.
- 6.1.10 “Business Day” means any day that the Division is open to conduct business.
- 6.1.11 “Clean Claim” means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. 36-2904.H.1).
- 6.1.12 “Client,” “Member,” “DD/ALTCS Member,” “Consumer,” or “Individual” means a person who is authorized to receive services through the Division.

- 6.1.13 “Community Developmental Disability Services” means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.
- 6.1.14 “Day” means calendar day unless otherwise specified.
- 6.1.15 “Department” means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- 6.1.16 “Division” or “DDD” means the Division of Developmental Disabilities within the Department of Economic Security.
- 6.1.17 “Effective Date” means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the agreement.
- 6.1.18 “Encounter” means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-107.13).
- 6.1.19 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 6.1.20 “Independent Provider” means a person who does not have any employees other than himself/herself and provides Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; or Transportation (Family and Friend).
- 6.1.21 “Individual Support Plan” or “ISP” means a written statement of services to be provided to an individual with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the consumer is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557, and incorporates the Individual Family Service Plan (IFSP) as defined in Section 809.1 of the Division’s Policy and Procedures Manual.
- 6.1.22 “Individual Support Plan Team” or “ISP Team” means a group of persons including the consumer, the consumer’s representative, and other persons selected by the consumer, assembled by the Division and coordinated by the consumer’s support coordinator in compliance with A.R.S. § 36-551 and 36-560 to develop the consumer’s individual support plan.
- 6.1.23 “May” indicates something that is not mandatory but permissible.
- 6.1.24 “Procurement Officer” or “Department Procurement Officer” means the person duly authorized to enter into and administer agreements and make written determinations with respect to the agreement or their designee.
- 6.1.25 “Qualified Vendor” means any person or entity that has an agreement with the Division of Developmental Disabilities.
- 6.1.26 “Shall” or “Must” indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the agreement.

- 6.1.27 “Should” indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.
- 6.1.28 “Subcontract” means any arrangement, expressed or implied, between the Qualified Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this agreement.
- 6.1.29 “State” means the State of Arizona and the Department or Agency of the State that executes the agreement.
- 6.1.30 “Third Party Liability” means the resources available from a person or entity that is or may be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.70 and A.A.C. Title 9, Chapter 22, Article 10).
- 6.1.31 “Third Party Payor” means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.71).

6.2 Agreement Interpretation

6.2.1 Arizona Law.

The law of Arizona applies to this agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and A.R.S. 36-557(B) and its implementing rules.

6.2.2 Implied Agreement Terms.

Each provision of law and any terms required by law to be in this agreement are a part of this agreement as if fully stated in it.

6.2.3 Agreement Order of Precedence.

In the event of a conflict in the provisions of the agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 6.2.3.1 Qualified Vendor Award;
- 6.2.3.2 DES/DDD Standard Terms and Conditions;
- 6.2.3.3 Service Requirements/Scope of Work and Service Specifications;
- 6.2.3.4 Rates;
- 6.2.3.5 Information entered into the Qualified Vendor Application and Directory System (most recently approved); and
- 6.2.3.6 Attachments to information entered into the Qualified Vendor Application and Directory System (most recently approved).

6.2.4 Relationship of Parties.

The Qualified Vendor under this agreement is an independent Qualified Vendor. Neither party to this agreement shall be deemed to be the employee or agent of the other party to the agreement.

- 6.2.5 Severability.
The provisions of this agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the agreement.
- 6.2.6 No Parol Evidence.
This agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 6.2.7 No Waiver.
Either party's failure to insist on strict performance of any term or condition of the agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.2.8 Headings.
The section headings used in the agreement are for reference and convenience only and shall not enter into any interpretation of the agreement.
- 6.3 Agreement Administration and Operation**
- 6.3.1 Records.
- 6.3.1.1 Under A.R.S. § 35-214 and A.R.S. § 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the agreement for a period of five years after the completion of the agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.
- 6.3.1.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this agreement, or costs and expenses of this agreement as to which exception has been taken by the State, shall be retained by the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been resolved.
- 6.3.1.3 The Qualified Vendor shall provide all reports requested by the Department, the Division and/or the AHCCCS and all information from its records relating to the performance of this agreement that the Department, the Division and/or the AHCCCS may reasonably require. The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports.
- 6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for client funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds.
- 6.3.1.5 The Division is responsible for submission of accurate encounters to AHCCCSA for all agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division.

- 6.3.1.6 Agreement service records will be maintained in accordance with this agreement. Records shall, as applicable, meet the following standards:
 - 6.3.1.6.1 Adequately identify the service provided;
 - 6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - 6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;
 - 6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;
 - 6.3.1.6.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the agreement;
 - 6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the agreement; and
 - 6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect agreement expenditures.
- 6.3.2 Non-Discrimination.

The Qualified Vendor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act and including:

 - 6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VII of the Civil Rights Act of 1964 as amended. The Qualified Vendor shall comply with the Age Discrimination in Employment Act. The Qualified Vendor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Qualified Vendor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - 6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.
 - 6.3.2.3 The Qualified Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, services on the basis of race, color, or national origin. The Qualified Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of programs, services and activities.

- 6.3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to consumers:
“Under the Americans with Disabilities Act, the (*insert Qualified Vendor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Qualified Vendor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Qualified Vendor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: (*insert Qualified Vendor contact person and phone number here*)”
- 6.3.3 Audit.
- 6.3.3.1 Pursuant to ARS § 35-214, at any time during the term of this agreement and five years thereafter, the Qualified Vendor’s and/or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement or subcontract.
- 6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Qualified Vendors receiving more than \$100,000 from the Division is an annual financial audit, which includes Division agreement numbers and payment amounts. Audits must be conducted in accordance with general accepted audit procedures. The Audit Report, Management Letter and Auditor’s Opinion must be submitted to the Division person designated to receive notices within 30 days after completion of the audit.
- 6.3.3.2.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations, and standards.
- 6.3.3.2.2 The annual financial audit must disclose the Division lines of business (including assets, liabilities, equity, revenue, expenses, and cash flows) independent of any other lines of business in which the Qualified Vendor may be engaged. The financial statements must at least separate the Division lines of business in the form of additional supplemental schedules, if they are not separately presented in the financial statements themselves.

6.3.4 Notices.

Notices to the Qualified Vendor required by this agreement shall be made by the State to the person indicated on the Qualified Vendor Application form submitted by the Qualified Vendor unless otherwise stated in the agreement. Notices to the State required by the agreement shall be made by the Qualified Vendor to the Division's Contract Management Section at the following address:

Contract Management Section
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

An authorized Procurement Officer and an authorized Qualified Vendor representative may change their respective person to whom notice shall be given by written notice and an amendment to the agreement shall not be necessary. All notices shall reference the agreement number.

6.3.5 Advertising and Promotion of Agreement.

The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this agreement without the prior written approval of the Division.

6.3.6 Property of the State.

6.3.6.1 Any materials, including reports, computer programs and other deliverables, created under this agreement are the sole property of the State. The Qualified Vendor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Qualified Vendor shall not use or release these materials without the prior written consent of the State.

6.3.6.2 The Federal and State governments reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State government purposes such materials, reports, data or information system, software, documentation and manuals.

6.3.6.3 At the termination of the agreement, the Qualified Vendor shall make available all such materials, reports, data and information to the Division within 30 days following termination of the agreement or such longer period as approved by the Division.

6.3.7 Confidentiality.

The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

6.3.8 Agreement Extension.

This agreement may be extended or renewed for up to five 12-month terms, with all agreements ending June 30, 2009. The Procurement Officer may exercise the Division's option to extend or renew the contract by unilateral agreement amendment; a written amendment signed by both parties shall not be necessary.

6.3.9 Agreement Term.

The term of this agreement shall be the period of time from the agreement begin date to the agreement termination date as awarded or extended. The begin date of the agreement term is the date that the Qualified Vendor may start to provide services under this agreement. The Qualified Vendor will not be paid or reimbursed for agreement services provided prior to the begin date. However, payments or reimbursements shall not be made under this agreement until the effective date of this agreement.

6.3.10 Cooperation.

The Division may undertake or award other contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor shall fully cooperate with such other Qualified Vendor and State employees, and carefully fit its own work to such other Qualified Vendor work. The Qualified Vendor shall not commit or permit any act, which will interfere with the performance of work by any other Qualified Vendor or by State employees. The Qualified Vendor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Qualified Vendor to other Qualified Vendor(s).

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of agreement services, or relating to the terms and conditions, policies and procedures governing this agreement. Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of an individual in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the agreement and all applicable Division and/or AHCCCS rules and policies.

6.4 Costs and Payments

6.4.1 Payments.

6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a complete and accurate invoice to be paid by the State within 30 days of receipt.

6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and published rate or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each agreement service/deliverable.

- 6.4.1.3 The Qualified Vendor shall report agreement expenditures to the Division in the manner prescribed by the “Records,” “Audits,” and “Reporting Requirements” sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) indicated by this agreement.
- 6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 6.4.1.5 Under no circumstances shall the Division make payment to the Qualified Vendor that exceeds the authorization. Under no circumstances shall the Division make payment to the Qualified Vendor for services performed prior to or after the term of the agreement without timely extension or renewal of the agreement. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to licensing if licensing is required. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to certification. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to AHCCCS registration.
- 6.4.1.6 Claims by the Qualified Vendor shall be submitted to the Division on the Division’s approved Billing Document. The Qualified Vendor shall be required to make any change in claims format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the Health Insurance Portability and Accountability Act of 1996.
- 6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered shall be initially received by the Division not later than nine months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than 12 months after the last date of service shown originally on the claim.
- 6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.
- 6.4.1.9 Any payment reconciliation shall be submitted in writing, complete with all backup documentation, no later than 60 days from agreement termination date or renewal date. The Division will determine if additional payment is due to the Qualified Vendor. Failure to submit information within the 60 day timeline will result in forfeiture of any payment determined appropriate.
- 6.4.1.10 The Qualified Vendor shall obtain any necessary authorization from the Division or AHCCCSA for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.

- 6.4.1.11 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be made within a 12 month period of time following delivery of service. Underpayment billing corrections will not be considered beyond 12 months from service delivery.
- 6.4.2 Applicable Taxes.
- 6.4.2.1 *Payment of Taxes by the State*
The State shall pay only the rate and/or amount of taxes identified in the agreement.
- 6.4.2.2 *State and Local Transaction Privilege Taxes*
The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 6.4.2.3 *Tax Indemnification*
The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor shall, and require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 6.4.2.4 *Arizona Substitute W-9 Form*
In order to receive payment under the agreement, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State of Arizona and shall submit a W-9 upon request by the Division. A W-9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this W-9 form can be found at the Arizona Department of Administration's General Accounting Office website, <http://www.gao.state.az.us/ach/>.
- 6.4.3 Availability of Funds.
Funds may not presently be available for performance under this agreement beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The State shall make reasonable efforts to secure such funds. The Division may reduce payments or terminate this agreement without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.
- 6.4.4 Certification of Cost or Pricing Data.
By signing the Qualified Vendor Application, agreement, agreement amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts

by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when agreement rates are set by law or regulation.

6.4.5 Fees and Program Income.

6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon consumers for services authorized under this agreement.

6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCSA or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a person claiming to be ALTCS eligible without first receiving verification from the AHCCCSA that the person was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).

6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R9-28-404. The Qualified Vendor may not collect this amount from members.

6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.

6.4.6 Levels of Service.

6.4.6.1 The Division makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this agreement is for the sole convenience of the Division and that the Division reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Division.

6.4.6.2 Any administration within the Department may obtain services under this agreement.

6.4.6.3 The Division makes no guarantee to purchase all of the service capacity or to provide any number of referrals.

6.4.6.4 Any change in client residential placement requires approval by the Division District Administration. Division District Administration reserves the authority to make any and all determinations regarding client need. Except in an emergency need situation, changes in residential placement require 60 day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.

6.4.7 Payment Recoupment.

The Qualified Vendor must reimburse the Division upon demand or the Division may deduct from future payments the following:

6.4.7.1 Any amounts received by the Qualified Vendor from the Division for agreement services which have been inaccurately reported or are found to be unsubstantiated;

6.4.7.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the agreement without advance notice to the Division;

- 6.4.7.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest Disclosure” section of these terms and conditions;
- 6.4.7.4 Any amounts paid by the Division for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 6.4.7.5 Any amounts paid or reimbursed in excess of the agreement or service reimbursement ceiling;
- 6.4.7.6 Any amounts paid to the Qualified Vendor, which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions;
- 6.4.7.7 Any payments made for services rendered before the agreement begin date or after the agreement termination date; and
- 6.4.7.8 Any amounts received by the Qualified Vendor from the Division that are identified as a financial audit exception.
- 6.4.8 Reporting Requirements.
- 6.4.8.1 Unless otherwise provided in this agreement, reporting shall adhere to the following schedule: no later than the 15th day following the end of each month during the agreement term the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the agreement or as required by the Division. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of the Division, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Division, in a forfeiture of such payment.
- 6.4.8.2 No later than the 45th day following the termination of this agreement, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment.
- 6.4.8.3 All reports shall reference the agreement number and be submitted to the person designated by the Division.
- 6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the 15th day of each month. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division’s clients.
- 6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the agreement or as required by the Division.
- 6.4.9 Substantial Interest Disclosure.
- 6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Qualified Vendor’s organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.

- 6.4.9.2 Leases or rental contracts or purchase of real property which would be covered by 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 6.4.9.3 For the purpose of this section, “relative” shall have the same meaning as in A.R.S. §38-502.
- 6.4.10 Coordination of Benefits; Third Party Liability Determination.
- 6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third party pay or identification process. The Qualified Vendor shall report to the Division any updates to the client-specific third party liability information. When applicable, the Qualified Vendor shall seek payment from the third party up to the amount of liability before submitting a claim to the Division. When submitting a claim to the Division, the Qualified Vendor shall also provide written documentation acceptable to the Division as to the amount of the third party payment received or as to the rejection or nonpayment of the claim by the third party. Acceptable written documentation shall normally be construed to mean, at a minimum, an “explanation of benefits” form when the third party is an insurance company whose potential liability on the claim arises out of a contract of insurance. To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.
- 6.4.10.2 AHCCCS rules apply to the coordination of benefits under this agreement.

6.5 Accountability

6.5.1 Professional Standards.

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the agreement.

6.5.2 Personnel.

The Qualified Vendor’s personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this agreement.

6.5.3 Fingerprinting.

6.5.3.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this agreement. For reference, these provisions include, but are not limited to, the following:

- 6.5.3.1.1 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven business days of employment.
- 6.5.3.1.2 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the agreement.

- 6.5.3.1.3 Except as provided in A.R.S. § 46-141, this agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 6.5.3.1.4 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 6.5.3.1.5 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 6.5.3.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the agreement term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).
- 6.5.3.2 The Qualified Vendor shall comply with the Division of Developmental Disabilities Criminal Acts/Fingerprinting Standards.
- 6.5.4 Evaluation.
The Division may evaluate, and the Qualified Vendor shall cooperate in the evaluation of, agreement services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services, and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this agreement.
- 6.5.5 Visitation, Inspection and Copying.
The Qualified Vendor's or any subcontractor's facilities, services, individuals served, books and records pertaining to the agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and individuals served, as well as inspect and copy their agreement-related books and records.

6.5.6 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division.

6.5.7 Monitoring.

6.5.7.1 The Division may monitor the Qualified Vendor or any subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

6.5.7.2 The Division will monitor the Qualified Vendor's compliance with the agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by parents and consumer representatives, by members of the Developmental Disabilities Advisory Council, and by other recognized, on-going advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the DDD Programmatic Standards and to conduct investigations in accordance with the DDD Investigation Standards and to verify staffing levels as authorized by the Division District Administration.

6.5.8 Utilization Control/Quality Assurance.

6.5.8.1 The Qualified Vendor shall, at all times during the term of this agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 CFR Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:

6.5.8.1.1 Completing statistical or program reports as requested by the Division;

6.5.8.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;

6.5.8.1.3 Making records available upon request;

6.5.8.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and

6.5.8.1.5 Providing program information, upon request, to the Division.

6.5.8.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.

6.5.9 Sanctions Against Qualified Vendor.

6.5.9.1 Sanctions imposed against the Division by AHCCCSA for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the Qualified Vendor's action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.

- 6.5.9.2 Any other sanctions imposed against the Division by AHCCCSA in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the Qualified Vendors action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.9.3 Sanctions imposed against the Division by AHCCCSA for failure of a Qualified Vendor or any subcontractor to submit requested disclosure statements will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.10 Fair Hearings and Consumers' Grievances.
- 6.5.10.1 The Qualified Vendor shall advise all consumers who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 6.5.10.2 The Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCSA and the Division in the current AHCCCS/Division intergovernmental agreement and the Division rules and policies.
- 6.5.11 Merger or Acquisition.
A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division.

6.6 Agreement Changes

6.6.1 Amendments.

This agreement is issued under the authority of the Procurement Officer who signed this agreement. The agreement may be modified only through an agreement amendment within the scope of the agreement unless otherwise permitted by the Terms and Conditions. Changes to the agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the agreement and of applicable law. Such changes, including unauthorized written agreement amendments shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this agreement based on those changes. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the agreement.

- 6.6.2 Updating Information in Qualified Vendor Application and Directory System.
The Qualified Vendor shall update the required information in the Qualified Vendor Application and Directory System as necessary to ensure that the information is current and accurate. Any change to a required field in the Qualified Vendor Application and Directory System must be approved by the Division and may require an agreement amendment.
- 6.6.3 Subcontracts.
The Qualified Vendor shall not enter into any subcontract for direct services under this agreement without advance notice to the Division. The subcontract shall incorporate by reference this agreement. The Qualified Vendor shall provide copies of subcontracts relating to the provision of agreement services to the Division upon request. The Qualified Vendor shall be legally responsible for agreement performance whether or not subcontractors are used. No subcontract shall operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this agreement.
- 6.6.4 Assignment and Delegation.
The Qualified Vendor shall not assign any right nor delegate any duty under this agreement without advance notice to the Division.
- 6.7 Risk and Liability**
- 6.7.1 General Indemnification.
To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the State of Arizona shall be indemnified and held harmless by the Qualified Vendor for its vicarious liability as a result of entering into this agreement. Each party to this agreement is responsible for its own negligence.
- 6.7.2 Indemnification - Patent and Copyright.
To the extent permitted by A.R.S. § 41-621 and § 35-154, the Qualified Vendor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of agreement performance or use by the State of materials furnished or work performed under this agreement. The State shall reasonably notify the Qualified Vendor of any claim for which it may be liable under this section.
- 6.7.3 Force Majeure.
- 6.7.3.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.7.3.2 Force majeure shall not include the following occurrences:
- 6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.7.3.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.7.3.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following business day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by agreement amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this agreement.
- 6.7.3.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.7.4 Third Party Antitrust Violations.
The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor, toward fulfillment of this agreement.
- 6.7.5 Predecessor and Successor Agreements.
The execution or termination of this agreement shall not be considered a waiver by the Division of any rights it may have for damages suffered through a breach of this agreement or a prior contract with the Qualified Vendor.
- 6.7.6 Insurance.
Without limiting any liabilities or any other obligation of the Qualified Vendor, the Qualified Vendor and any subcontractor shall, as applicable, purchase and maintain at all times during the term of this agreement the minimum insurance coverage below:
- 6.7.6.1 Commercial General Liability: Provides coverage for bodily injury and property damage to others as a result of accidents from the premises or operations of the Qualified Vendor. Commercial General Liability: with minimum limits of \$1,000,000 Combined Single Limit (CSL) each occurrence-minimum limits. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Division as an Additional Insured (CG20 10(10-01)) with reference to this contract. The policy shall include coverage for:
- Bodily Injury
Broad Form Property Damage Liability (including completed operations)
Personal Injury

Blanket Contractual Liability

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation, or termination of the services or work defined in this agreement.

Fire Legal Liability

- 6.7.6.2 Business Automobile Liability, with minimum limits of \$1,000,000 each occurrence combined single limit, with Insurance Service Office, Inc. declarations to include Symbol One (any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the Division as an Additional Insured with reference to this agreement.

- 6.7.6.3 Workers' Compensation, provides coverage to employees of the Qualified Vendor for injuries sustained in the course of their employment. Coverage should meet the obligations imposed by Federal and State statutes and should also include Employer's Liability. Evidence of qualified self-insured status shall also be accepted. Policy shall include endorsement for All State coverage for state of hire. This section shall not apply to a sole proprietor executing a Sole Proprietor Waiver.

Limits: Statutory Requirement - Workers Compensation \$100,000 (minimum) - Employer's Liability.

- 6.7.6.4 Professional Liability Insurance with minimum limits of \$1,000,000 CSL each occurrence. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this agreement. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Service Specifications of this agreement. The State of Arizona and the Division shall be named as the Additional Insured as their interests may appear. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the agreement.

- 6.7.6.5 Prior to accepting a referral or providing services, the Qualified Vendor shall furnish the Division with Certificates of Insurance that certify that the Qualified Vendor has the required insurance coverage, and include certified copies of endorsements naming the State of Arizona and the Division as Additional Insured. The certificates, insurance policies, and endorsements shall contain a provision that coverages afforded will not be cancelled until at least 60 days prior written notice has been given to the State of Arizona and the Division. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this agreement. The Division reserves the right to request and receive certified copies of any or all of the above policies, endorsements or notices relating thereto. A copy of the Certificate of Insurance Renewal will be submitted to the Division annually, to the Division of Developmental Disabilities, Business Operations – Contracts, Site Code 791A, P.O. Box 6123, Phoenix, Arizona 85005.

- 6.7.6.6 Failure on the part of the Qualified Vendor to meet these requirements shall constitute a material breach of this agreement, upon which the State of Arizona and the Division may immediately terminate this agreement or, at either's discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Division shall be repaid by the Qualified Vendor on demand, or the State of Arizona and the Division may offset the cost of premiums against any monies due to the Qualified Vendor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Division. Qualified Vendor and its insurer(s) provided the required coverages shall waive their rights of recovery against the State of Arizona, its Divisions, Employees and Officers, Agencies, Boards and Commissions.

6.8 Warranties

6.8.1 Year 2000.

- 6.8.1.1 Notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that all products delivered and all services rendered under this agreement shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this agreement. In addition, the defense of force majeure shall not apply to the Qualified Vendor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the 20th and 21st centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this agreement properly exchanges date-time data with it. If this agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this agreement. In addition, the defense of force majeure shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6.8.2 Compliance With Applicable Laws.

- 6.8.2.1 The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable license and permit requirements.
- 6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; agreements; limitation), as applicable, all consumers who receive agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 6.8.2.3 Nothing in this agreement shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
- 6.8.2.4 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.
- 6.8.2.5 The Qualified Vendor shall comply with Public Law 101-121, Section 319 (21 U.S.C. Section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Qualified Vendor, its employees or agents, shall not utilize any Federal funds under the terms of this agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.
- 6.8.2.6 Pursuant to A.R.S. Section 36-557.F.3, agreements for the purchase of residential care services shall provide for mandatory investigation by the Division in response to complaints within ten business days after receipt of a complaint; in those instances, which pose a danger to the health and safety of a Division member, the Division shall conduct the investigation immediately.
- 6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35), Title 42 of the Code of Federal Regulations, and Title 45 Code of Federal Regulations, Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.
- 6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, and guidelines, including, but not limited to:
 - 6.8.2.8.1 Hiring of ex-offenders;
 - 6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;

- 6.8.2.8.3 Completing of Fire Risk Profile requirements;
- 6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;
- 6.8.2.8.5 Implementing program audit implementation plans;
- 6.8.2.8.6 Participating as a member of the Individual Service Plan (ISP) team;
- 6.8.2.8.7 Complying with all policies, procedures and instructions regarding ISPs;
- 6.8.2.8.8 Submitting to the Division's case managers copies of the ISP strategies and other required documentation;
- 6.8.2.8.9 Providing copies of member/client records, including evaluations and progress reports; and
- 6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the ISP team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's ISP.
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations regarding bloodborne pathogens, 29 CFR 1910.1030.
- 6.8.2.10 The terms of this agreement shall be subject to the terms of the intergovernmental agreement between the Division and AHCCCS for the provision of services under ALTCS.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than 120 days prior to any required compliance date if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this agreement.
- 6.8.2.12 Any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, or guidelines, or to the intergovernmental agreement between the Division and AHCCCS during the term of this agreement shall apply to the agreement. If the Qualified Vendor or the Division reasonably believes that the change would cause a significant increase or decrease in the cost of providing services under the agreement, then such party may request that the rate be adjusted; however, such request must be submitted to the other party in writing within 30 days of the change. The parties must seek to adjust the rate in good faith. Failure to notify the other party within 30 days waives the right of the party to seek an adjustment. Implementation of any and all rate adjustments is contingent upon availability and authorization to expend the necessary State/Federal funds.

6.8.3 Advance Directives.

As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult individuals. Requirements include:

- 6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the individual's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. (A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. 36-3205.C.1.)
- 6.8.3.2 Provide written information to adult individuals regarding an individual's right under State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections).
- 6.8.3.3 Document in the individual's medical record as to whether the adult individual has been provided the information and whether an advance directive has been executed.
- 6.8.3.4 Shall not discriminate against an individual because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.
- 6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.

6.8.4 Group Homes for Juveniles.

If the Qualified Vendor provides contracted services in a group home as defined in A.R.S. 36-1301, the following shall apply:

- 6.8.4.1 The Qualified Vendor shall agree to the following:
 - 6.8.4.1.1 The group home shall provide a safe, clean and humane environment for the residents.
 - 6.8.4.1.2 The group home is responsible for the supervision of the residents while in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or affiliated with the group home.
- 6.8.4.2 All group homes shall be licensed by either the Department of Health Services or the Department of Economic Security.
- 6.8.4.3 The award of an agreement is not a guarantee that children will be placed at the group home.
- 6.8.4.4 In addition to any other remedies available to the Division, the following agreement remedies shall apply:
 - 6.8.4.4.1 The Division may remove residents from the group home or may suspend new placements to the group home until the contracting violation is corrected.
 - 6.8.4.4.2 The Division may cancel the agreement.
- 6.8.4.5 Within ten business days after the Division receives a complaint relating to a group home the Division shall notify the Qualified Vendor and either initiate an investigation or refer the investigation to the licensing authority.
If any complaint concerns an immediate threat to the health and safety of a child, the Division will immediately refer the complaint to the licensing authority.

- 6.8.4.6 If the Division determines that a violation has occurred, it shall:
- 6.8.4.6.1 Notify all other contracting authorities of the violation.
- 6.8.4.6.2 Coordinate a corrective action plan consistent with the severity of the violation.
- 6.8.4.6.3 Require the corrective action plan to be implemented within 90 days.
- 6.8.4.7 If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the Division may cancel the agreement immediately on notice to the Qualified Vendor and may remove the residents.
- 6.8.5 Service Process for Wards of the State.
In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to service process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.
- 6.8.6 Gratuities.
The Qualified Vendor or its representative shall not offer or make employment or a gratuity to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the agreement, an amendment to the agreement, or favorable treatment concerning the agreement, including the making of any determination or decision about agreement performance.
- 6.8.7 Suspension or Debarment.
- 6.8.7.1 The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.
- 6.8.7.2 The Qualified Vendor shall not employ, consult, subcontract or otherwise reimburse for services any person or entity that is debarred, suspended or otherwise excluded from public procurement activity. This prohibition extends to any person or entity that employs, consults, subcontracts with or otherwise reimburses for services any person or entity substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.7.2 The Qualified Vendor shall not retain as a director, officer, partner or owner of five percent or more of the Qualified Vendor, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.8 Survival of Rights and Obligations after Agreement Expiration or Termination.
All representations and warranties made by the Qualified Vendor under this agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

6.9 State's Contractual Remedies

6.9.1 Right to Assurance.

If the State in good faith has reason to believe that the Qualified Vendor does not intend to, or is unable to perform or continue performing under this agreement, the Division may demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the agreement.

6.9.2 Stop Work Order.

6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this agreement for a period of 90 days after the order is delivered to the Qualified Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

6.9.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor shall resume work. The Division shall make an equitable adjustment in the authorization schedule or agreement price, or both, and the agreement shall be amended in writing accordingly.

6.9.3 Non-exclusive Remedies.

The rights and the remedies of the State under this agreement are not exclusive.

6.9.4 Nonconforming Tender.

Reports or other documents supplied under this agreement shall fully comply with the agreement. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply constitutes a breach of agreement. On delivery of nonconforming reports or other documents, the State may terminate the agreement for default as defined in Section 6.10.6 Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

6.9.5 Right of Offset.

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the agreement, including expenses, costs and damages.

6.9.6 Provisions for Default.

In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with a term of the agreement, the Division may take one or more of the following actions:

6.9.6.1 Withhold payment in whole or in part;

6.9.6.2 Suspend enrollment; or

6.9.6.3 Suspend the agreement in whole or in part, remove the Qualified Vendor from the Qualified Vendor List, and enroll individuals with another Qualified Vendor.

6.10 Agreement Termination

6.10.1 Cancellation for Conflict of Interest.

Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511.

6.10.2 Gratuities.

The State may, by written notice, terminate this agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the agreement, an amendment to the agreement, or favorable treatment concerning the agreement, including the making of any determination or decision about agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Suspension or Debarment.

The State may, by written notice to the Qualified Vendor, immediately terminate this agreement if the State determines that the Qualified Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. This prohibition extends to any entity, which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity, which is debarred, suspended, or otherwise excluded from Federal procurement activity.

6.10.4 Termination for Convenience.

The State reserves the right to terminate the agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this section, all documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State. The Qualified Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10.5 Termination upon Request of the Qualified Vendor.

The State shall terminate the agreement upon request of the Qualified Vendor. The Qualified Vendor shall provide at least 60 days written notice to the Division setting forth the reasons for requesting termination. The Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.6 Termination for Default.

6.10.6.1 The State reserves the right to terminate the agreement in whole or in part when a Qualified Vendor no longer meets the criteria defined in the Request for Qualified Vendor Applications; for non-compliance with the agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.

6.10.6.2 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State on demand.

6.10.6.3 The State may, upon termination of this agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.6.4 This agreement may immediately be terminated if the Division determines that the health or welfare or safety of consumers is endangered.

6.10.7 Continuation of Performance Through Termination.

The Qualified Vendor shall continue to perform, in accordance with the requirements of the agreement, up to or beyond the date of termination, as directed in the termination notice.

6.10.8 Termination for Any Reason.

- 6.10.8.1 In the event of termination or suspension of the agreement by the Division, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Division, the Department and the State for any claim by any other party against the Division, the Department and/or the State arising from the Qualified Vendor's performance of this agreement and for which the Qualified Vendor would otherwise be liable under this agreement. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this section shall not apply.
- 6.10.8.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Division within ten days after the date of termination or upon receipt of notice of termination of the agreement, whichever is earlier.
- 6.10.8.3 In the event the agreement is terminated, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance shall include but shall not be limited to:
 - 6.10.8.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendors.
 - 6.10.8.3.2 Notifying of subcontractors and members.
 - 6.10.8.3.3 Facilitating and scheduling medically necessary appointments for care and services.
 - 6.10.8.3.4 Providing all reports set forth in this agreement.
 - 6.10.8.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this agreement are satisfied.
 - 6.10.8.3.6 If required by the Division, extending performance until suitable arrangements have been made by the Division for a replacement Qualified Vendor.
 - 6.10.8.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.
 - 6.10.8.3.8 Paying all outstanding obligations for care rendered to members.
 - 6.10.8.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claims aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifth day of each succeeding month for the prior month.
- 6.10.9 In the event the agreement is terminated in part, the Qualified Vendor shall continue the performance of the agreement to the extent not terminated.

6.11 Agreement Claims

All agreement claims or controversies under this agreement shall be according to A.R.S. §36-557(B), and rules adopted thereunder.

SECTION 7

SERVICE SPECIFICATIONS

In addition to the general requirements included in Section 5 and the terms and conditions in Section 6, the Qualified Vendor shall meet the requirements in the following service specifications.

HABILITATION, MUSIC

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensory-motor development by a Board Certified Music Therapist.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home; or
 - 1.2 The consumer's community.
2. This service shall not be provided while the consumer is attending day treatment and training.
3. This service shall not be provided when the consumer is hospitalized.
4. This service shall not be provided to consumers living in group homes, vendor supported developmental homes (child or adult), skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

Facilitate the removal of barriers related to social interaction and independent functioning through the techniques available from a music therapist.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Conduct an assessment of the consumer's strengths and needs concentrating on the concerns identified by the individual support plan. Areas of testing may include but are not limited to: social interactions, language, speech and communication skills, sensory-motor skills, sensory perception, cognitive function and skills to manage emotional expression.

2. In accordance with the consumer's ISP process, develop an individualized support plan, including:
 - 2.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 2.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 2.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
3. As identified in the consumer's ISP and support plan, provide training and/or assistance.
4. As identified in the consumer's ISP, provide training and/or assistance to the consumer's family/consumer's representative to increase and/or maintain targeted skill acquisition of the consumer.
 - 4.1 With input from the consumer, the consumer's representative, and his/her significant others, develop strategies for habilitative objectives that can be carried out in context of the consumer's daily routine.
 - 4.2 Communicate with the family/consumer's representative regarding how the plan is working when staff is not present.
 - 4.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.

Service Utilization Guidelines

1. Typical usage is one hour per week.
2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.

Rate

Published.

Unit of Service

1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ❑ If services were provided for 65 minutes, bill for 1 hour.
 - ❑ If services were provided for 68 minutes, bill for 1.25 hour.
 - ❑ If services were provided for 50 minutes, bill for 0.75 hour.
2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff must:

1. Have at a minimum, a Bachelors of Science or Bachelors of Art in Music Therapy;
2. Have completed all educational and clinical training requirements as required by the American Music Therapy Association inclusive of a six month internship at an approved site as well as pre-clinical hours completed during their academic coursework; and
3. Currently hold the MT-BC credential as issued by the Certification Board for Music Therapists.

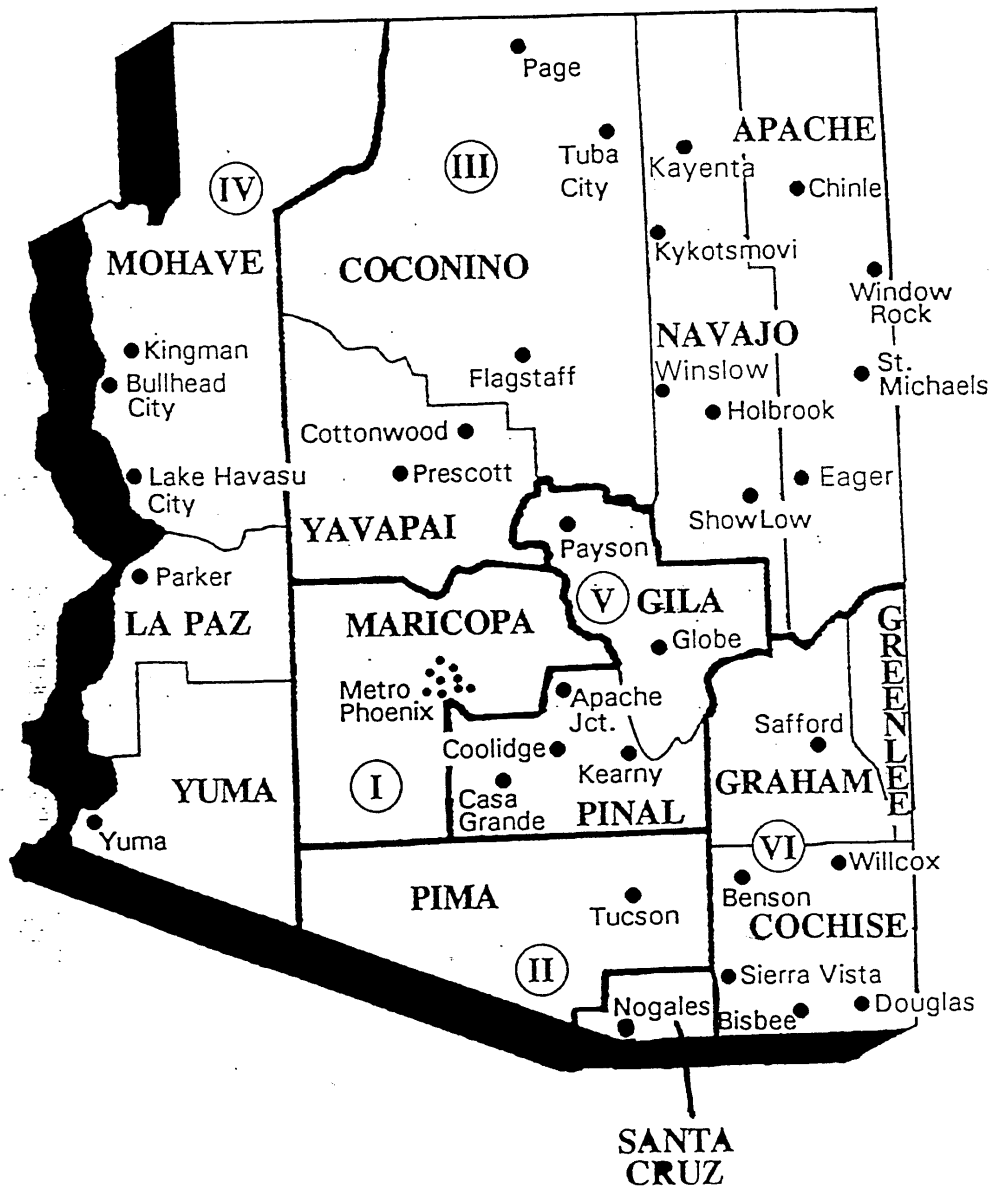
Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit the support plan, including the training/teaching strategies, to the support coordinator ten business days after the initiation of service for ISP team review.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.

3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

SECTION 8
MAP OF DDD DISTRICTS

DES\DDD DISTRICTS
AND OFFICES



**SECTION 9
ATTACHMENT A
APPLICATION AND QUALIFIED VENDOR AGREEMENT AWARD**

**APPLICATION and
QUALIFIED VENDOR AGREEMENT AWARD**

ARIZONA DEPARTMENT OF
ECONOMIC SECURITY

DIVISION OF
DEVELOPMENTAL DISABILITIES

APPLICATION

TO: THE STATE OF ARIZONA

The Undersigned hereby applies and agrees to provide the service(s) in compliance with the RFQVA.

For clarification of this application, contact:

Name

Phone Number

Fax Number

E-Mail Address

If awarded a Qualified Vendor Agreement, all notices should be sent to:

Name

Mailing Address

City State Zip

Phone Number Fax Number

E-Mail Address

Federal Employer Identification Number

Company Name

Mailing Address

City State Zip

Phone Number Fax Number

E-Mail Address

Signature of Person Authorized to Sign Application

Printed Name

Title

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the RFQVA, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.

This agreement shall henceforth be referred to as Qualified Vendor Agreement No. _____. The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Specialist or July 1, 2003, whichever is later.

State of Arizona

Awarded this Date: _____

Procurement Specialist

SECTION 9
ATTACHMENT B
QUALIFIED VENDOR APPLICATION AND DIRECTORY SYSTEM

1. Introduction

The Division has released the first version of the Qualified Vendor Application and Directory System (QVADS or System). This first release collects information from Qualified Vendor Applicants as part of the Request for Qualified Vendor Applications (RFQVA) process for all outstanding RFQVAs. Later releases of the System will, on an ongoing basis, collect information from Qualified Vendors and independent providers for compilation in the Division's Qualified Vendor Directory.

In order to complete the application process, Applicants for Qualified Vendor Agreements must use the System to enter information for submittal to the Division's website as well as to generate the hard copy Application that must be signed and sent (with supporting documentation) to the Division. The following assumes that the Applicant is not a Qualified Vendor nor submitting an Application for more than one RFQVA. However, the System will accommodate Applicants who already are Qualified Vendors or are submitting an Application for more than one RFQVA. Section 3 of the RFQVA outlines the information that must be submitted in hard copy if the Applicant is already a Qualified Vendor for another service or is submitting an Application for more than one RFQVA.

The Directory component of the System, which will be released at a later date, will collect additional information from Qualified Vendors that will be used to create a Directory to facilitate consumer choice, and to match Qualified Vendors with consumers who refuse or fail to choose a provider. The Directory component of the System will also collect information from independent providers that are not Qualified Vendors.

As this System is still in development, the information contained in this discussion is intended to provide Applicants and other interested parties with guidance about the information that will be required to complete an Application for Qualified Vendor status, and the information that Qualified Vendors may choose to submit for inclusion in the Directory. As mentioned above, the Application component of the System is now available, and the Directory component of the System will be available later in the summer. All notices announcing the availability of the System's components will be posted on the Division's website at www.de.state.az.us/ddd.

2. Information Entry Structure

This discussion presents all of the information elements that will be required for the Qualified Vendor Application as well as the optional information that Qualified Vendors may choose to submit when the Directory component of the System becomes available. The required elements must be provided in order for the Qualified Vendor Application and Directory System to accept the Qualified Vendor Application.

Information for the System will be requested using the following structure:

1. Registration with the System. Applicants will register with the System in order to receive a password and gain access to the Qualified Vendor Application.
2. Vendor contract information. This feature of the System will collect information such as vendor name, street address, contact person, etc. (See “4. Vendor Application Contract Information” below.)
3. Qualified Vendor Application Assurances and Submittals form. This feature must be completed for the application process. (See “5. Qualified Vendor Application Assurances and Submittals” below.)
4. General vendor policy information. This feature collects information required for the application process relating to such items as the recruitment and training policies and the quality management plan of the Applicant. (See “6. General Vendor Policy Information” below.)
5. Administrative sites. This feature is only partially activated for the Application release. When the Directory release is made available, certain information regarding each administrative site operated by the Qualified Vendor will be required, and additional information will be optional. (See “7. Administrative Sites” below.)
6. General information on the service provided. Part of this feature is included in the Application component of the System, primarily to collect a program description for the service offered by the Applicant. In future releases, optional information such as staffing and references can be supplied by the Qualified Vendors. (See “8. Habilitation, Music” below.)
7. Geographic area/site information. This feature is not included in the Application release, but will be included in the Directory release. This feature will collect specific information about capabilities and capacity for the service, for each geographic area/site in which the service is to be provided (some of this information is required, and other information is optional). (See “9. Habilitation, Music Site Specific Information” below.)

The discussions that follow contain descriptions of the information that will be collected for both the Application release and the subsequent Directory release of the System. As a general rule, the information designated as required will have to be submitted with the Qualified Vendor Application and the information designated as optional may be submitted for the Directory.

The Directory will be used by consumers to identify potential providers and by the Division to match consumers’ service needs with providers. The more information given by an Applicant, the more likely that a consumer will identify that provider’s programs as meeting his/her needs. For example, if some of an Applicant’s direct service staff is bilingual, but this information is not provided, the Qualified Vendor Application can still be approved, but consumers requiring bilingual service staff will not find a match on that Qualified Vendor’s service if they make this

part of their search criteria. Thus, providing requested information will result in more matches when consumers search for services. Note that Qualified Vendors may update the optional information in the System, but changes to required items will require Division approval.

3. Instructions

To register with the System, the Applicant will enter their vendor name, contact name and telephone number, their FEIN or SSN, their email address, and a password. The System will respond to the email address with a link to a secure section of the Qualified Vendor website. The Applicant will use their user name (email address) and password at this secure website for all future System interaction.

It will not be necessary to complete all information in one session. The Applicant will be able to save and leave the System and to sign on later and resume filling information where they left off. Also, it will be possible for more than one person to provide information. For example, one person may fill in all of the general information, but a different administrator may sign in using the Applicant's user name and password and provide information about the service. When the Applicant has entered all of the necessary information, the Application shall be submitted electronically for review and evaluation by the Division. The System will provide the capability for the vendor to print the Application and Qualified Vendor Agreement Award signature form, the Qualified Vendor Application Assurances and Submittals form, and all sections that were completed so that they may be signed and submitted to the Division as required to complete the Application.

Once the electronic information is submitted, it cannot be amended until after it has been processed as a Qualified Vendor Application. The amendment module of the System will be available at a later date. Applicants are advised to monitor the Division website for announcements regarding this component.

The following sections identify the information that the System will collect for Habilitation, Music. Failure to provide information in the required fields will cause the Application to be considered incomplete, and the Application will not be accepted by the Division's website until that information is provided and the Application is complete.

NOTE: When "½ page" is indicated, the System may accept more than ½ page. Applicants are strongly encouraged to limit their responses to ½ page. The Division reserves the right to truncate the response when responses longer than ½ page are prepared for publication in the Directory.

4. Vendor Application Contract Information

For this section, the vendor shall identify their Federal Employer Identification number (FEIN) or Social Security number (SSN), AHCCCS ID, executive/owner name, and whether they are an agency, independent professional provider or an independent provider. The Applicant must provide their street, mailing, and payment/billing addresses, and contact information including telephone numbers and email address. They may also include fax numbers and their website

URL. Finally, the Applicant shall identify all services that they wish to provide in State Fiscal Year (FY) 2004. For each service, the Applicant should indicate whether they have a current valid contract or agreement with the Division by listing contract number(s).

5. Qualified Vendor Application Assurances and Submittals

This section requires assurances and submittals from the Applicant. The Applicant must respond to each of the following items and, when submitting the hard copy of the Qualified Vendor Application, include hard copies of the applicable submittals in order to complete the Application and to be considered for Qualified Vendor status: (all items required)

1. Does the Applicant agree to maintain and comply with all certification(s) and/or registration(s) required by Arizona law, rules, or policy for the provision of each developmental disability service applied for?
2. Does the Applicant understand that payment will not be made for services delivered prior to the effective date of certification(s) and/or registration(s) required by Arizona law, rules, or policy?
3. Does the Applicant agree to obtain, maintain, and comply with any licenses required by Arizona law, rules, or policy for the provision of a developmental disability service applied for?
4. Does the Applicant understand that payment will not be made for services delivered prior to the effective date of any license required by Arizona law, rules, or policy?
5. Has the Applicant or any of its directors, officers, owners, or key personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied or suspended in Arizona or in other states within the past five years? If yes, **submit** an explanation and current status.
6. Has the Applicant or any of its directors, officers, or owners terminated any contracts for cause, had any contracts terminated for cause or been involved in a contract lawsuit related to community developmental disability services or similar services in Arizona or in another state within the past five years? If yes, **submit** a detailed description of such terminations or lawsuits.
7. Are there any suits or judgments pending or entered (within the last five years) against the Applicant or its directors, officers, owners, or key personnel related to the provision of community developmental disability services or similar services in Arizona or in other states? If yes, **submit** a summary of those suits or judgments and describe actions the Applicant has taken to prevent future suits or judgments.
8. Has the Applicant or any of its directors, officers, owners, or managers been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? If yes, **submit** information on the person and the conviction.

9. Have any of the Applicant's key personnel been convicted of a felony within the past 15 years? If yes, **submit** information on the key personnel and the conviction.
10. Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant? If yes, **submit** an explanation.
11. If the Applicant is a corporation, does it own or is it owned by a corporation, and/or is it affiliated with a corporation? If yes, **submit** an organizational chart that demonstrates ownership and/or corporate affiliations.
12. Does the Applicant or any of the Applicant's officers or administrative staff have a relative as defined in A.R.S. § 38-502 who is an employee of the Division with direct or indirect responsibility for the purchasing, authorizing, monitoring or evaluating of community developmental disability services or vendors? If yes, **submit** a statement disclosing the conflict or potential conflict of interest.
13. Is the Applicant required to make a full written disclosure pursuant to the provision of Section 6.4.9 (Substantial Interest Disclosure)? If yes, **submit** a full written disclosure of the proposed payments and amount.
14. Has the Applicant, its directors, or officers been debarred, suspended or otherwise lawfully prohibited from any public procurement activity, or does the Applicant employ, consult, subcontract with or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended or otherwise lawfully prohibited from any public procurement activity?
15. Is a suspension or debarment currently pending? If yes, **submit** an explanation.
16. Has the Applicant **submitted** a current Arizona Substitute W-9 Form with this Application?
17. Does the Applicant certify that it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of the Application?
18. All amendments (if any) to the RFQVA that have been issued are acknowledged by a signature and the signature page of the amendment are **submitted** with the hardcopy application.

19. The applicable document described below is **submitted**:
- (1) A complete audited financial statement
 - (2) For Applicants that do not have an audited financial statement
 - (a) A corporate financial statement; or
 - (b) If a newly formed corporation, the corporate business plan with the personal financial statements of the Director or Chief Executive Officer; or
 - (c) If not a corporation, the personal financial statements of the owners or partners.
20. Are there any judgments, tax deficiencies or claims pending or entered against the Applicant that would require disclosure in an audited financial statement? If yes, **submit** a disclosure statement.
21. Is the Applicant **submitting** the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application?
22. If the Applicant is not submitting the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application, does the Applicant certify that it will submit the required Certificates of Insurance prior to accepting a referral or providing a service?
23. Has the Applicant declared bankruptcy within the last seven years? If yes, **submit** a court approved corrective plan of action.
24. Will the Applicant use a subcontractor(s) to provide services? If yes, **submit** the following information about each subcontractor: subcontractor company name; subcontractor Federal Employer Identification number (FEIN) or Social Security number (SSN); subcontractor contact name; and direct service(s) provided by the subcontractor.
25. Is the hardcopy of the Qualified Vendor Application package a true copy of the information submitted in electronic form to the Division website and does it contain all required attachments?

6. General Vendor Policy Information

As indicated below, the following information shall (is required for the Application) or should (is optional for the Directory) be provided. Note that, except as provided below, optional information may not be requested on the System as it was released for the Application process. The optional information will be made available on the Directory version of the System.

- Information on employment-related benefits provided to direct service staff (optional)
- Information regarding recruitment and training: (all items required)
 - Description of the recruitment and initial training plan for direct service staff (up to ½ page)
 - Description of the on-going training plan for direct service staff (up to ½ page)
 - Description of the back-up plan for direct service staff absences (either preplanned or emergency absence) (up to ½ page)
- Information regarding incident reporting and correction systems: (all items required)
 - Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect, exploitation and injury?
 - Are reporting protocols shared with consumers/families/consumer representatives?
 - How are incidents of abuse, neglect, exploitation or injury reported internally? (up to ½ page)
 - How are incidents of abuse, neglect, exploitation or injury reported externally? (up to ½ page)
 - Who is the responsible person(s) within the vendor's organization for reviewing incident reports?
 - Who is the responsible person(s) within the vendor's organization for notifying a consumer's family/representative of incidents?
 - Describe the internal review process for incident reports and how corrective action is implemented (up to ½ page)
- Description of the complaint/grievance process: (all items required)
 - Do you have written policies and procedures regarding the submission of complaints/grievances?
 - Are complaint/grievance protocols shared with consumers/families/consumer representatives?
 - Is there a specific complaint/grievance form?
 - Who can file a complaint/grievance?
 - Who is the person(s) within the vendor's organization responsible for resolving the complaint/grievance?
 - What is the complaint/grievance response timeline?
 - Describe the complaint/grievance process (up to ½ page)

- Description of the program feedback process: (all items required)
 - How is input from consumers, families and/or consumer representatives encouraged? (up to ½ page)
 - Describe the process used to measure consumer/family/consumer representative satisfaction with services (up to ½ page)
 - Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff (up to ½ page)
 - Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services? (up to ½ page)
 - Is past feedback available to consumers/families/consumer representatives on request, when considering this vendor?
- Information on consumer involvement: (all items required)
 - Describe all other methods used by the vendor to provide opportunities for consumers/families/consumer representatives to be actively involved in vendor operations (e.g. advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.) (up to ½ page)
 - Is there an active Community Advisory Group(s)?
 - If yes, in which counties/communities are there Community Advisory Groups? (check all that apply)
- Information on internal quality efforts: (all items required)
 - Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives (up to ½ page)
 - Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided (up to ½ page)

7. Administrative Sites

If the Applicant has administrative sites/offices other than the corporate site identified as part of the general information section, when the Directory component of the System is released, the Qualified Vendor must provide the following information: (for the Directory, all items are required)

- Administrative site name
- Mailing address
- Contact name
- Contact telephone number
- After hours contact telephone number
- Contact fax telephone number
- Scheduling/contact hours for each day of the week – Sunday through Saturday

Each Application must have at least one Administrative Site identified before it will be accepted by the System. If an Applicant does not have a separate Administrative Site, the Applicant must create one in the System using the same corporate information entered on the Vendor Application Contract Information screen.

8. Habilitation, Music

The Applicant shall provide the information marked “required” in the Application component of the System or should provide the information marked “optional” in the Directory component of the System.

- Vendor experience for the service (optional)
 - Number of years of DES/DDD service provision
 - Number of years Arizona service provision
 - Number of years out of state service provision
 - Current unduplicated count of adults being provided with the service
 - Current unduplicated count of children being provided with the service
 - Number of full time direct service staff for the service
 - Number of part time direct service staff for the service
 - Median direct service staff years of experience providing the service
 - Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)
- Up to four references from a consumer’s legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant ***must*** indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
 - What is the beginning wage for the direct service staff for the service?
 - What is the average wage for the direct service staff for the service?
 - Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)

9. Habilitation, Music Site Specific Information

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Identify languages spoken by direct service staff - English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) – English, Spanish, and others (optional)
- Gender preference (male, female, no preference) (optional)
- Provide the number of full time and part time direct service staff for this service in this office and the number of years that the staff has provided this kind of service (optional)
- Indicate if accepting new referrals for adults and/or children (*this is important and should be kept up to date whenever the status changes*) (optional)
- Indicate the experience at this office in providing this service to four age groups (number of consumers served in each group): (optional)
 - 0-3
 - 4-17
 - 18-64
 - 65+
- Any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information and service-specific sections that are different for the specific geographic area (optional)
- Identify the training and experience of the staff in this office for this service: (optional)

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| <ul style="list-style-type: none">○ Alternative communication○ Augmentative communication devices○ Autism○ List specific types of training and experience related to individuals with autism (e.g. PACE, Lovaas)○ Cerebral palsy○ Client intervention training level I | <ul style="list-style-type: none">○ Client intervention training level II○ Epilepsy○ First aid treatments, self recognition of symptoms of illness○ Home accident prevention○ Implementing and following therapy home programs○ Mental retardation |
|---|---|

- Planning, problem solving, and decision making
- Positioning
- Positive behavior support
- Seizure management
- Therapy programs
- Therapy programs-sensory integration (OT)
- Toileting functions
- Universal precautions
- Working with persons with Alzheimer's/dementia
- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- Working with persons with limitations in vision
- Working with persons who are ambulatory
- Working with persons who are not ambulatory
- Other (list)